IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION.

SUIT No.1255 of 2005.

Ramesh V. Shenoy
and Anr. **..Plaintiffs.**

V/s.

Premji Bhika Patel. **..Defendant.**

Mr. Appu Shetty for plaintiff.

Mr. V.S. Amin i/b. Shetty & Associates
for defendant.

CORAM:S.C.DHARMADHIKARI,J.

DATED: 31st July, 2006.

P.C.:-

1] The claim in the Suit for possession of the suit property is settled by the Plaintiffs and Defendant mutually. The Plaintiffs are entitled to a Decree in terms of the prayer clause in the Suit,however, the Plaintiffs agree that the Decree shall not be executed till 15th May, 2009, provided that the defendant abides by undertakings incorporated in the Consent Terms.

2] The Consent Terms are signed by the Plaintiffs and the Defendant, so also their Advocates. Both sides are present in Court.

3] All undertakings of the Defendant are accepted.

4] Needless to state that if there is a default in compliance with the undertakings given to this Court, then, in addition to, adopting appropriate proceedings for breach thereof, the plaintiffs would be entitled to execute the Decree for possession by instituting execution proceedings and seeking therein assistance of this Court, by all permissible modes for execution and enforcement of the Decree for Possession even prior to 15th May,2009 and thereafter.

5] The Consent Terms are taken on record and marked "X" for indentification.

6] Order in terms of Consent Terms.

7] Suit disposed of accordingly.

8] Refund of Court fees as per rules.

9] No order as to costs.

[S.C. DHARMADHIKARI,J]